

Exhibit I

Supreme Court of Pennsylvania
Court of Common Pleas
Civil Cover Sheet
LANCASTER County

For Prothonotary Use Only:

Docket No:

25-00610

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

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Commencement of Action:

Complaint Writ of Summons
 Transfer from Another Jurisdiction

Petition
 Declaration of Taking

A

Lead Plaintiff's Name: DEERFIELD CAPITAL, LLC

Lead Defendant's Name: See Attached Sheet

Are money damages requested? Yes No

Dollar Amount Requested: within arbitration limits
 outside arbitration limits

Is this a *Class Action Suit*? Yes No

Is this an *MDJ Appeal*? Yes No

Name of Plaintiff/Appellant's Attorney: Albert A. Ciardi, III, Esquire

Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

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B

TORT (do not include Mass Tort)

Intentional
 Malicious Prosecution
 Motor Vehicle
 Nuisance
 Premises Liability
 Product Liability (does not include mass tort)
 Slander/Libel/ Defamation
 Other:
Fraudulent Transfer

MASS TORT

Asbestos
 Tobacco
 Toxic Tort - DES
 Toxic Tort - Implant
 Toxic Waste
 Other:

PROFESSIONAL LIABILITY

Dental
 Legal
 Medical
 Other Professional:

CONTRACT (do not include Judgments)

Buyer Plaintiff
 Debt Collection: Credit Card
 Debt Collection: Other

Employment Dispute:
Discrimination
 Employment Dispute: Other

Other:

CIVIL APPEALS

Administrative Agencies
 Board of Assessment
 Board of Elections
 Dept. of Transportation
 Statutory Appeal: Other

Zoning Board
 Other:

REAL PROPERTY

Ejectment
 Eminent Domain/Condemnation
 Ground Rent
 Landlord/Tenant Dispute
 Mortgage Foreclosure: Residential
 Mortgage Foreclosure: Commercial
 Partition
 Quiet Title
 Other:

MISCELLANEOUS

Common Law/Statutory Arbitration
 Declaratory Judgment
 Mandamus
 Non-Domestic Relations
Restraining Order
 Quo Warranto
 Replevin
 Other:

IN THE COURT OF COMMON PLEAS OF LANCASTER COUNTY, PENNSYLVANIA

PROTHONOTARY
CIVIL COVER SHEET

PLEASE LIST NAMES AND ADDRESSES OF ADDITIONAL PARTIES ON A SEPARATE SHEET.

ALL PARTY INFORMATION IS REQUIRED INCLUDING ZIP CODES. ALL PARTY INFORMATION MUST MATCH THE PLEADING. PLEASE DO NOT STAPLE THE COVER SHEET TO THE PLEADING. IF AN EVENT NEEDS TO BE SCHEDULED, A CAO SCHEDULING COVER SHEET MUST ALSO BE ATTACHED.

TYPE OF ACTION: COMPLAINT

For Prothonotary Use Only:

DOCKET No: CI -

PARTY INFORMATION

PLAINTIFF'S NAME: DEERFIELD CAPITAL, LLC

DEFENDANT'S NAME: See Attached Sheet

ADDRESS: 16 Deerfield Road
*If confidential,
use 2nd sheet*
Lancaster, PA 17603

ADDRESS:

MUNICIPALITY:

MUNICIPALITY:

TWP/BOROUGH:

TWP/BOROUGH:

DOB:

TELEPHONE #:

DOB:

TELEPHONE #:

(mm/dd/yyyy)

(XXXXXXXXXX)

(mm/dd/yyyy)

(XXXXXXXXXX)

FILING ATTORNEY / FILING PARTY INFORMATION

FIRM/OFFICE: Ciardi Ciardi & Astin-Albert A. Ciardi, III (ID No. 63598) 1905 Spruce Street, Phila PA 19103 aciardi@ciardilaw.com

Post & Schell, P.C.-Brian W. Bisignani (ID No. 57982) 1869 Charter Lane, P.O.Box 10248, Lancaster PA 17601

bbisignani@postschell.com

TAX LIEN INFORMATION

MUNICIPALITY:

MAP REFERENCE:

DEED BOOK:

DEED PAGE:

DEED DATE:

SALE PRICE:

TAX YEAR:

TAX LIEN AMOUNT:

PROPERTY DESCRIPTION:

PFA/SVPO/PFI INFORMATION

HEARING DATE:

SOCIAL SECURITY #: (Defendant – Last 4 digits)

POLICE DEPARTMENT:

PREVIOUS PETITIONS: YES NO If 'YES', File Date: _____

CIARDI CIARDI & ASTIN

Albert A. Ciardi, III, Esquire - PA ID # 63598

Daniel S. Siedman, Esquire - PA ID # 306534

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Philadelphia, PA 19103

(215) 557-3550

(215) 557-3551 (facsimile)

Attorneys for Plaintiff

DEERFIELD CAPITAL, LLC

16 Deerfield Road

Lancaster, PA 17603,

Plaintiff

v.

IN THE COURT OF COMMON PLEAS
LANCASTER COUNTY,
PENNSYLVANIA

CIVIL ACTION- LAW

Case No. 25-

25-00610

Accordo, L.P.

415 N. Prince Street

Lancaster, PA 17603

Blackford Holdings, LLC

415 N. Prince Street

Lancaster, PA 17603

Blackford ATM Ventures, LLC

415 N. Prince Street

Lancaster, PA 17603

Blackford ATM Ventures Fund M, LLC

415 N. Prince Street

Lancaster, PA 17603

Blackford ATM Ventures Fund M II, LLC

415 N. Prince Street

Lancaster, PA 17603

Blackford ATM Ventures Fund M IV, LLC

415 N. Prince Street

Lancaster, PA 17603

Blackford ATM Ventures Fund M V, LLC

415 N. Prince Street

Lancaster, PA 17603

Blackford ATM Ventures Fund D, LLC

415 N. Prince Street

1/30/2025 \$180.50 remt 025002048 except 190248

190308

1/31/2025 \$126.50 check 2469

Lancaster, PA 17603

Brookfield Partners, L.P.
415 N. Prince Street
Lancaster, PA 17603

Cash Ventures IV, LLC
415 N. Prince Street
Lancaster, PA 17603

Choice Labs, LLC
4497 Phelps Drive
Jackson, MI 49202-2600

DataStaff Advisors, LLC
Attn: Patrick McMullen
125 Emeryville Drive
Suite 330
Cranberry Township, PA 16066

Dobe Investment Group, LLC
415 N. Prince Street
Lancaster, PA 17603

DHQM3, LLC
415 N. Prince Street
Lancaster, PA 17603

GCC Management Company, LLC
2055 Crooks Road
Suite B
Rochester, MI 48309-3254

GCC Michigan Acquisitions, LLC
415 N. Prince Street
Lancaster, PA 17603

Glorious IL, LLC
415 N. Prince Street
Lancaster, PA 17603

Grandview Jets, LLC
c/o DDRB, LLC
415 N. Prince Street
Lancaster, PA 17603

Grizzly RE, LLC
415 N. Prince Street
Lancaster, PA 17603

Kansas Blackjack, LLC
415 N. Prince Street
Lancaster, PA 17603

Lifted NY Corp.
415 N. Prince Street
Lancaster, PA 17603

Lyrical, LLC
415 N. Prince Street
Lancaster, PA 17603

Neo Manufacturing MA, LLC
365 Boston Post Road
Unit 184
Sudbury, MA 01776-3023

Pure Green, LLC
415 N. Prince Street
Lancaster, PA 17603

Raw Ventures, LLC
2055 Crooks Road
Rochester, MI 48309-3254

Tycoon I Operations, LLC
2055 Crooks Road
Suite B
Rochester, MI 48309-3254

Charlene Heller
909 Greenside Drive
Lititz, PA 17603

Ethan Heller
330 N. Lime Street
Lancaster, PA 17602

Taite Heller
909 Greenside Drive
Lititz, PA 17603

Defendants :
:

**COMPLAINT FOR SUPPLEMENTARY RELIEF
UNDER PENNSYLVANIA RULES OF CIVIL PROCEDURE 3118 AND 1533
TO ENJOIN TRANSFERS, RECOVER VOIDABLE TRANSFERS
AND TO PRESERVE COLLATERAL**

1. Plaintiff, Deerfield Capital, LLC ("Deerfield" or "Plaintiff") is a limited liability company formed and operating in the Commonwealth of Pennsylvania, with a mailing address of 16 Deerfield Road, Lancaster, PA 17603.

2. The Defendants are entities owned by or affiliated with Daryl Heller or family members of Daryl Heller as listed herein:

- a. Accordo, L.P. ("Accordo") is a limited partnership with a place of business located at 415 N. Prince Street, Lancaster, Pennsylvania 17603.
- b. Blackford Holdings, LLC, is a limited liability company with a place of business located at 415 N. Prince Street, Lancaster, Pennsylvania 17603.
- c. Blackford ATM Ventures, LLC, is a limited liability company with a place of business located at 415 N. Prince Street, Lancaster, Pennsylvania 17603.
- d. Blackford ATM Ventures Fund M, LLC, is a limited liability company with a place of business located at 415 N. Prince Street, Lancaster, Pennsylvania 17603.
- e. Blackford ATM Ventures Fund M II, LLC, is a limited liability company with a place of business located at 415 N. Prince Street, Lancaster, Pennsylvania 17603.

Lancaster County Prothonotary E-Filed - 29 Jan 2025 05:33:25 PM
Case Number: CI-25-00610

- f. Blackford ATM Ventures Fund M IV, LLC, is a limited liability company with a place of business located at 415 N. Prince Street, Lancaster, Pennsylvania 17603.
- g. Blackford ATM Ventures Fund M V, LLC, is a limited liability company with a place of business located at 415 N. Prince Street, Lancaster, Pennsylvania 17603.
- h. Blackford ATM Ventures Fund D, LLC, is a limited liability company with a place of business located at 415 N. Prince Street, Lancaster, Pennsylvania 17603.
- i. Brookfield Partners, L.P. ("Brookfield") is a limited partnership with a place of business located at 415 N. Prince Street, Lancaster, Pennsylvania 17603.
- j. Cash Ventures IV, LLC ("CV") is a limited liability company with a place of business located at 415 N. Prince Street, Lancaster, Pennsylvania 17603.
- k. Choice Labs, LLC ("Choice") is a limited liability company with a place of business located at 4497 Phelps Drive, Jackson, Michigan 49202-2600.
- l. DataStaff Advisors, LLC ("DataStaff") is a limited liability company with a place of business located at 125 Emeryville Drive, Suite 330, Cranberry Township, Pennsylvania 16066.
- m. Dobe Investment Group, LLC ("Dobe") is a limited liability company with a place of business located at 415 N. Prince Street, Lancaster, Pennsylvania 17603.
- n. DHQM3, LLC ("DHQM3") is a limited liability company with a place of business located at 415 N. Prince Street, Lancaster, Pennsylvania 17603.

- o. GCC Management Company, LLC ("GCC Management") is a limited liability company with a place of business located at 2055 Crooks Road, Suite B, Rochester, Michigan 48309-3254.
- p. GCC Michigan Acquisitions, LLC ("GCC Michigan") is a limited liability company with a place of business located at 415 N. Prince Street, Lancaster, Pennsylvania 17603.
- q. Glorious IL, LLC ("Glorious IL") is a limited liability company with a place of business located at 415 N. Prince Street, Lancaster, Pennsylvania 17603.
- r. Grandview Jets, LLC ("Grandview") is a limited liability company with a place of business located at 415 N. Prince Street, Lancaster, Pennsylvania 17603.
- s. Grizzley RE, LLC ("Grizzley") is a limited liability company with a place of business located at 415 N. Prince Street, Lancaster, Pennsylvania 17603.
- t. Kansas Blackjack, LLC ("Kansas") is a limited liability company with a place of business located at 415 N. Prince Street, Lancaster, Pennsylvania 17603.
- u. Lifted NY Corporation ("Lifted") is a corporation with a place of business at 415 N. Prince Street, Lancaster, Pennsylvania 17603.
- v. Lyrical, LLC ("Lyrical") is a limited liability company with a place of business located at 415 N. Prince Street, Lancaster, Pennsylvania 17603.
- w. Neo Manufacturing MA, LLC ("Neo") is a limited liability company with a place of business located at 365 Boston Post Road, Unit 184, Sudbury, Massachusetts 01776-3023.

- x. Pure Green, LLC ("Pure Green") is a limited liability company with a place of business located at 415 N. Prince Street, Lancaster, Pennsylvania 17063.
- y. Raw Ventures, LLC ("Raw") is a limited liability company with a place of business located at 2055 Crooks Road, Rochester, Michigan 48309-3254.
- z. Tycoon I Operations, LLC ("Tycoon") is a limited liability company with a place of business located at 2055 Crooks Road, Suite B, Rochester, Michigan 48309-3254.
 - aa. Charlene Heller is an individual with an address of 909 Greenside Drive, Lititz, Pennsylvania 17603.
 - bb. Ethan Heller is an individual with an address of 330 N. Lime Street, Lancaster, Pennsylvania 17602.
 - cc. Taite Heller is an individual with an address of 909 Greenside Drive, Lititz, Pennsylvania 17603.

3. Jurisdiction and venue are proper in Lancaster County under Pa. R. Civ. P. 1006(a)(1) and (a)(2).

4. Plaintiff may seek to amend to add additional defendants during or after discovery of persons or parties who have received transfers from any or all of the Judgment Debtors, as defined below.

5. On or about April 11, 2024, Heller Capital Group, LLC ("Borrower") made, executed and delivered to the Plaintiff a Promissory Note evidencing Heller Capital's indebtedness and obligations to Deerfield in the face amount of \$5,900,000 (the "Note"). A true and correct copy of the Note is attached hereto as **Exhibit A**. The Note contains a warrant of attorney which authorizes a confession of judgment upon the occurrence of an event of default.

6. In order to further induce Lender to provide funds to Borrower under the Note, Borrower provided a Membership Pledge Agreement to the Plaintiff (the "Pledge Agreement"). A true and correct copy of the Pledge Agreement is attached as **Exhibit B**. Heller Investment Holdings, LLC ("Heller Investment") is a Guarantor and Co-Borrower. Daryl Heller is a Co-Borrower as well. Heller Capital, Heller Investment and Daryl Heller are hereinafter referred to as "Judgment Debtors."

7. Judgment Debtors defaulted on the Note as a result of: (a) the Borrower's failure to pay the entire principal by the maturity date, April 15, 2024, and (b) Heller Investment's failure to pay pursuant to its guaranty under the Pledge Agreement. See Exhibit A and Exhibit B.

8. Furthermore, Judgment Debtors made, executed and delivered to Plaintiff a Forbearance Agreement whereby Judgment Debtors acknowledged and confirmed the default under the Note on April 15, 2024, and further acknowledged the total amount due of \$6,150,000.00 (the "Forbearance Agreement").

9. Judgment Debtors defaulted on the Forbearance Agreement by failing to satisfy the loan.

10. On or about April 23, 2024, Judgment Debtors made, executed and delivered to the Plaintiff a second forbearance agreement whereby Judgment Debtors acknowledged and confirmed the default of the Note and Forbearance Agreement and further acknowledged the total amount due of \$6,650,000.00 (the "Second Forbearance Agreement").

11. Judgment Debtors defaulted on the Second Forbearance Agreement.

12. On or about June 4, 2024, Judgment Debtors made, executed and delivered to the Plaintiff a third forbearance agreement whereby Judgment Debtors acknowledged and confirmed

the default of the Note and Second Forbearance Agreement and further acknowledged the total amount due of \$6,680,000.00 (the "Third Forbearance Agreement").

13. Judgment Debtors defaulted on the Third Forbearance Agreement.

14. On or about August 12, 2024, Judgment Debtors made, executed and delivered to the Plaintiff a fourth forbearance agreement whereby, Judgment Debtors acknowledged and confirmed the default of the Note and Third Forbearance Agreement and further acknowledged the total amount due of \$6,838,653.35 (the "Fourth Forbearance Agreement").

15. Judgment Debtors defaulted on the Fourth Forbearance Agreement

16. The Fourth Forbearance Agreement required all obligations to be fully satisfied on or before August 14, 2024, a deadline with which Judgment Debtors did not comply.

17. On or about October 20, 2024, Judgment Debtors made, executed and delivered to Plaintiff a fifth forbearance agreement whereby, Judgment Debtors further acknowledged and confirmed the default of the Note and Fourth Forbearance Agreement (among other forbearance agreements, all of which are in default) and confirmed the total amount due of \$7,349,250.86, plus additional fees, costs and interest (the "Fifth Forbearance Agreement"). A true and correct copy of the Fifth Forbearance Agreement is attached hereto as **Exhibit C**.

18. The Fifth Forbearance Agreement required all obligations to be fully satisfied on or before October 31, 2024.

19. Judgment Debtors are in default of the Note and Fifth Forbearance Agreement (and all prior forbearance agreements) for the following reasons:

- (a) failure to timely make payments as set forth in Section 2(a) of the Note;
- (b) failure to pay the balance on maturity as required by Section 1 of the Pledge Agreement; and

(c) failure to pay all forbearance exit fees as required by Section 2(a) of the Fifth Forbearance Agreement.

See Exhibits A, B, and C.

20. The Fifth Forbearance Agreement incorporated all the prior Forbearance Agreements and defaults set forth therein. *See Exhibit C.* All Forbearance Agreements by and between Judgment Debtors and Plaintiff re-stated the Warrant of Attorney and Confession of Judgment language.

21. The Confession of Judgment language in the Note specifically states:

THE FOLLOWING PARAGRAPH SETS FORTH A WARRANT OF ATTORNEY TO CONFESS JUDGMENT AGAINST THE MAKER. IN GRANTING THIS WARRANT OF ATTORNEY TO CONFESS JUDGMENT AGAINST THE MAKER, THE MAKER HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, AND, ON THE ADVICE OF SEPARATE COUNSEL OF THE MAKER, UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS THE MAKER HAVE OR MAY HAVE TO PRIOR NOTICE AND AN OPPORTUNITY FOR A HEARING UNDER THE RESPECTIVE CONSTITUTIONS AND LAWS OF THE UNITED STATES AND THE COMMONWEALTH OF PENNSYLVANIA.

UPON THE OCCURRENCE OF AN EVENT OF DEFAULT, MAKER HEREBY IRREVOCABLY AUTHORIZE AND EMPOWER ANY ATTORNEY OR ATTORNEYS OF ANY COURT OF COMMON PLEAS OF PENNSYLVANIA, OR ANY ATTORNEY OR ATTORNEYS OF ANY OTHER COURT OF RECORD ELSEWHERE, OR THE PROTHONOTARY OR CLERK OF ANY COURT OF RECORD IN PENNSYLVANIA OR ELSEWHERE, TO APPEAR FOR MAKER IN SUCH COURT IN AN APPROPRIATE ACTION THERE OR ELSEWHERE BROUGHT OR TO BE BROUGHT AGAINST MAKER AT THE SUIT OF HOLDER ON THIS NOTE, WITH OR WITHOUT DECLARATION FILED, AS OF ANY TERM OR TIME THERE OR ELSEWHERE TO BE HELD, AND THEREIN CONFESS OR ENTER JUDGMENT AGAINST MAKER FOR THE EXACT SUM WHICH SHALL BE THE

AMOUNT OF THE AFORESAID PRINCIPAL SUM OF THIS NOTE, WITH LOAN FEES, INTEREST AND WITH ANY OTHER PAYMENTS AND CHARGES WHICH ARE PAYABLE BY THE MAKER UNDER THE TERMS OF THE LOAN DOCUMENTS, AND WITH COSTS OF SUIT AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) FOR COLLECTION (BUT IN NO EVENT LESS THAN TEN THOUSAND DOLLARS (\$10,000.00) NOR MORE THAN THE ACTUAL ATTORNEY FEES INCURRED); AND FOR SO DOING, THIS NOTE OR A COPY THEREOF VERIFIED BY AFFIDAVIT SHALL BE A SUFFICIENT WARRANT, WITHOUT FURTHER STAY, AND WITH FULL RELEASE OR ERRORS, ANY LAW, USAGE OR CUSTOM TO THE CONTRARY NOTWITHSTANDING. SUCH AUTHORITY AND POWER SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF, AND JUDGMENT MAY BE CONFESSED AS AFORESAID FROM TIME TO TIME AS THERE IS OCCASION THEREFOR.

MAKER ACKNOWLEDGES AND AGREES THAT (i) THE FOREGOING WARRANT OF ATTORNEY TO CONFESS JUDGMENT IS BEING EXECUTED IN CONNECTION WITH A COMMERCIAL TRANSACTION, (ii) HOLDER'S CONFESSION OF JUDGMENT FOLLOWING AN EVENT OF DEFAULT AND IN ACCORDANCE WITH THE FOREGOING WARRANT OF ATTORNEY WOULD BE IN ACCORDANCE WITH MAKER'S REASONABLE EXPECTATIONS, AND (iii) MAKER HEREBY WAIVES THE EFFECT AND APPLICATION OF, AND AGREES THE HOLDER SHALL NOT BE BOUND BY, THE DUTIES AND OBLIGATIONS IMPOSED BY 20 PA.C.S SECTION 5601.3(b) WITH REGARD TO ANY RIGHT, POWER OR REMEDY GRANTED TO THE HOLDER IN THIS NOTE OR ANY OTHER RELATED LOAN DOCUMENTS.

See Exhibit A, Paragraph 8.

22. The Fifth Forbearance Agreement also includes a separate warrant of attorney provision, which specifically states:

BORROWER, HELLER CAPITAL GROUP, INC., PLEDGOR, HELLER INVESTMENT HOLDINGS, LLC AND GUARANTOR, DARYL HELLER, HEREBY AUTHORIZE AND EMPOWER ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE

COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR DEBTORS, FOR ALL OBLIGATIONS AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY LENDER RELATING TO ANY COLLATERAL SECURING THE OBLIGATIONS, TOGETHER WITH COSTS OR SUIT, AND AN ATTORNEY'S COMMISSION OF (10%) OF THE OBLIGATIONS FOR COLLECTION, BUT IN ANY EVENT NOT LESS THAN ONE HUNDRED THOURSAND DOLLARS (\$100,000.00) ON WHICH JUDGMENT OR JUDGMENTS ONE OF MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THE WITHIN AGREEMENT SHALL BE SUFFICIENT WARRANT, THE AUTHORITY GRANTED IN THE WITHIN AGREEMENT TO CONFESS JUDGMENT AGAINST DEBTORS SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THE AGREEMENT, DEBTORS HEREBY WAIVE ANY RIGHT DEBTORS MAY HAVE TO NOTICE OR TO A HEARING IN CONNECTION WITH ANY SUCH CONFESSION OF JUDGMENT TO THE EXTENT THE ATTORNEY FEES AND OTHER COSTS AND EXPENSES DEMANDED BY LENDER FROM DEBTORS EXCEED TEN PRECENT (10%) OF THE OBLIGATIONS, DEBTORS HEREBY AUTHORIZE LENDER TO PETITION THE COURT FOR AN ADDITIONAL AWARD OF FEES AND EXPENSES AND AGREES NOT TO OPPOSE SUCH PETITION.

See Exhibit C, Paragraph 11

23. Judgment Debtors executed a Disclosure of Confession of Judgment whereby Defendant acknowledged that it was represented by independent legal counsel and knowingly, intelligently and voluntarily waived its rights. A true and correct copy of the Disclosure of Confession of Judgment is attached hereto as **Exhibit D**.

24. In order to induce the Plaintiff to enter into the Fifth Forbearance Agreement, Judgment Debtors acknowledged they were represented by counsel and specifically released and waived any defenses to the Note. See Exhibit C, Paragraph 6.

25. Pursuant to the above-mentioned event of default under the Fifth Forbearance Agreement on December 5, 2024, the Plaintiff confessed judgment against Judgment Debtors, for

the total amount of \$7,916,938.92 and reasonable attorney's fees in the amount of \$791,693.89, for a total of \$8,708,632.81, plus interest and costs.

26. The following amounts are immediately due and payable by Judgment Debtors in connection with the Note and Fifth Forbearance Agreement:

Principal as of November 21, 2024	\$ 7,916,938.92
Attorney's Fees (10% Commission)	\$ 791,693.89
Total	\$ 8,708,632.81

27. On December 5, 2024, the Plaintiff filed the following complaints in confession of judgment in the Court of Common Pleas of Lancaster County, Pennsylvania:

- a. *Deerfield Capital, LLC v. Heller Capital Group, LLC*, No. CI-24-08737;
- b. *Deerfield Capital, LLC v. Daryl F. Heller*, No. CI-24-08740; and
- c. *Deerfield Capital, LLC v. Heller Investment Holdings, LLC*, No. CI-24-08739.

28. Judgment by confession was entered on December 5, 2024.

29. The Plaintiff also holds a Pledge of the membership interests of Judgment Debtors, a copy of which is attached as **Exhibit B**.

30. Upon information and belief, the Judgment Debtors are or were insolvent at various times over the four years preceding the filing of this Complaint.

31. Upon information and belief, the Judgment Debtors transferred money or assets to each of the Defendants in exchange for no consideration or for consideration with lacked reasonable equivalence.

32. Upon information and belief Daryl Heller transferred a property to Ethan Heller for one dollar (\$1.00) on July 9, 2024. Such a transfer while Heller was insolvent was an actual or constructive fraud on creditors.

33. Attached hereto as **Exhibit E** is a redacted version of the personal financial statement of the Judgment Debtors which show assets that may or may not have value and substantial assets having been placed in the names of Defendant Accordo and individuals and thus potentially out of reach of the Plaintiff.

34. As part of the pre-judgment attempts to negotiate with Judgment Debtors, the Plaintiff became aware of material misrepresentations made by Defendant regarding certain assets represented to be a source of repayment.

35. The Plaintiff was provided with a series of documents from Judgment Debtors which purported to show a potential distribution that would occur for several million dollars from an entity owned by Daryl Heller. However, a review of the documents' metadata revealed that it was created minutes before being sent to the Plaintiff and based upon a conversation with the counterparty to the document, was a fraud.

36. The Plaintiff is aware of the allegations asserted against Mr. Heller in the Paramount action pending in this Court at CI-24-06517. Given the nature and gravity of the allegations in the Paramount action and the fraudulent conduct which has occurred in conjunction with the Plaintiff's attempts to collect in the present action, the Plaintiff seeks supplementary relief to protect its collateral.

37. Daryl Heller, a co-obligor, at a recent hearing in the Paramount matter declined to testify based upon his right not to self-incriminate. However, his right to preserve his liberty creates serious concerns about the value of Plaintiff's collateral and the management of the entities under his control.

38. The Plaintiff also has a judgment against Heller Investment and Heller Capital and has moved for Appointment of a Receiver of Heller Investment and Heller Capital.

39. Heller Capital Inc. recently sold its interest in an entity known as Prevail Ventures, LLC/ProSportsman, but none of those proceeds were paid to the Plaintiff but, rather, were diverted.

40. Daryl Heller, upon information and belief, is liquidating assets and not paying his debts.

41. Rule 3118 allows the Court to order supplementary relief in aid of execution.

42. The Plaintiff requests the following relief:

- a. Discovery on each Defendant regarding transfers made by Judgment Debtors and value exchanged for those transfers.
- b. An injunction preventing Defendants from transferring any asset or property without approval of this Court.
- c. Voiding all voidable or void transfers and requiring the Defendants to turn over the transferred assets or equivalent cash to Plaintiff.

COUNT I - VOIDABLE TRANSFER

43. Paragraphs 1 to 41 are incorporated herein as if fully set forth.

44. The Pennsylvania Uniform Voidable Transactions Act (51 Pa. C.S. § 5101 et seq.) permits a creditor to void certain transfers made or obligations incurred by a debtor of that creditor.

See 51 Pa. C.S. § 5104.

45. Plaintiff has a judgment against Judgment Debtors.

46. As alleged herein, said Judgment Debtors made transfers and incurred obligations in the value of millions of dollars to Defendants in the exact amount to be determined in discovery.

47. Some if not all transfers and/or obligations were to made to insiders.

48. Upon information and belief, the Judgment Debtors retained possession or control of the property transferred.

49. The Judgment Debtors transferred substantially all of the valuable and liquid assets of the Judgment Debtors leaving the Judgment Debtors with investments in potentially worthless assets or assets subject to litigation.

50. Judgment Debtors made such transfers well aware that representations made to Plaintiff and various other creditors regarding assets were false and with full knowledge of the fraud and mismanagement at the Paramount companies.

51. Judgment Debtor transferred these assets to move real estate and valuable property away from creditors with full knowledge of their ongoing fraudulent conduct.

52. Upon information and belief, the value of the consideration received by said Judgment Debtors was not reasonably equivalent to the value of the property transferred and/or the amount of the obligation incurred.

53. Upon information and belief, said Judgment Debtors were insolvent or became insolvent shortly after said transfers were made or the obligations incurred.

54. Judgment Debtors and the Defendants each had an actual intent to hinder, delay, or defraud the Plaintiff.

55. Upon information and belief, said Judgment Debtors had received no reasonably equivalent value in exchange for said transfers or obligations from the Defendants, while they were engaged or were about to engage in a business or a transaction for which said defendants' remaining assets were unreasonably small in relation to the business or transaction.

56. Judgment Debtors intended to incur or believed or reasonably should have believed that they would incur debts beyond their abilities to pay as they became due.

57. All transfers or obligations were voidable to Plaintiff pursuant to 51 Pa. C.S. § 5104(a).

WHEREFORE, Plaintiff request this Court enter a judgment in their favor and against all Defendants, and grant said Plaintiff remedies available under 51 Pa. C.S. § 5107, including:

- a. declaring all transfers that Judgment Debtors made to any Defendant to date voidable to Plaintiff to the extent that is necessary to satisfy said Plaintiff's judgment;
- b. granting attachment or other provisional remedy against assets transferred under applicable law;
- c. enjoining said defendant or any transferees of said property, or both, from any further disposition of the asset transferred or of other property;
- d. appointing a receiver to take charge of the asset transferred or of other property; and/or
- e. any other relief this Court deems just and proper.

CIARDI CIARDI & ASTIN

Dated: January 29, 2025

By: /s/ Albert A. Ciardi, III
Albert A. Ciardi, III, Esquire
Daniel S. Siedman, Esquire
1905 Spruce Street
Philadelphia, PA 19103
(215) 557-3550
aciardi@ciardilaw.com
dsiedman@ciardilaw.com

POST & SCHELL

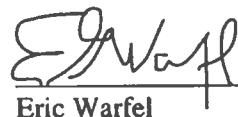
Dated: January 29, 2025

By: /s/ Brian W. Bisignani
John W. Croumer, Esquire
Brian W. Bisignani, Esquire
1869 Charter Lane
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jcroumer@postschell.com

Lancaster County Prothonotary E-Filed - 29 Jan 2025 05:33:25 PM
Case Number: CI-25-00610

VERIFICATION

I, Eric Warfel, hereby certify that I am an authorized representative of Deerfield Capital, LLC. The facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and/or belief. I make this statement with the understanding that I am subject to penalties under the Pennsylvania Rules of Civil Procedure should it be determined that any of the foregoing facts are knowingly false.



Eric Warfel

Dated: 1/29/2025